

3/5/01
Jack,
Can we make the
amendments shown on page 1
+ Page 2 Mark.

A. G. Contract No. KR97 0447TRN
ADOT ECS File: JPA 97-27
Project: STP-PPN-0(31)P/SL399 03D
Section: Lost Gold Mine Trailway *OIR.*

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY, ARIZONA

THIS AGREEMENT is entered into 16 APR 11, 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954,
as amended, between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and PINAL COUNTY acting by
and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes Section 11-251 and 11-931 et seq to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.
3. Congress has authorized appropriations for, but not limited to, the design of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.
4. Such project within the boundary of the County has been selected by the County and has been submitted to the Federal Highway Administration ("FHWA") for approval.
5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

NO. <u>21492</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>04/16/97</u>
<i>James Lee Hull</i> Secretary of State
By <i>Vicky Greenwald</i>

R/W Acquisition

6. The work embraced by this agreement and the estimated project costs are as follows: *Design Lost Gold Mine Trailway,*

<i>R/W Acquisition</i>		\$ 324,670.00
Estimated Design Cost		\$ 45,000.00
Federal Aid Funds @ 80% 94.3%		\$ 36,000.00 <i>306,183.00</i>
Pinal County Funds @ 20% 5.7%		\$ 9,000.00 <i>18,507.00</i>

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA.

2. Therefore, the County agrees to furnish and provide County funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

R/W Acquisition 3. The State will reimburse the County with federal funds for ~~design~~ work addressed under this agreement at ~~80%~~ 94.3% of the project cost.

4. The County will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

5. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Pinal County
Director for Civil Works
PO Box 727
Florence, AZ 85232

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PINAL COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By

Jim B. Kerr
JIMMIE B. KERR, Chairman
Board of Supervisors

By

Peter L. Eno
PETER L. ENO
Contract Administrator

ATTEST

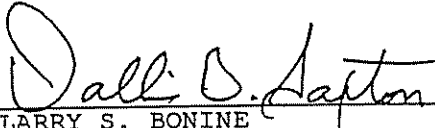
By

Stanley D. Griffis
STANLEY D. GRIFFIS
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 5th day of March 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Pinal County for the purpose of defining responsibilities for the design of improvements to Lost Gold Mine Trailway.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION NO. 32697-JPA-97-27

RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS AUTHORIZING PINAL COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT IDENTIFIED AS JPA 97-27 WITH THE STATE OF ARIZONA BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION

WHEREAS, Pinal County ("County") plans to participate in the design of the Lost Goldmine Trailway hereinafter referred to as the "Project", and

WHEREAS, it is in the best interests of the County to have the State of Arizona, through its Department of Transportation ("State"), assist in obtaining federal funds for the Project; and it is in the best interests of the County to define the responsibilities of the County and the State on the Project.

THEREFORE, BE IT RESOLVED: It is in the best interests of Pinal County to enter into Intergovernmental Agreement JPA 97-27 with the State of Arizona, by and through its Department of Transportation, for the purpose of defining the responsibilities of the County and the State for the design of the Lost Goldmine Trailway.

BE IT FURTHER RESOLVED: Pinal County is authorized and shall hereby enter into said intergovernmental agreement with the State of Arizona, by and through its Department of Transportation, for the purposes stated above, and the Chairman of the Pinal County Board of Supervisors is authorized on behalf of Pinal County to execute said intergovernmental agreement.

PASSED AND ADOPTED this 26th day of MARCH, 1997, by the PINAL COUNTY BOARD OF SUPERVISORS.

Jimmie B. Kern
Chairman of the Board

ATTEST:

Shere Clapp, Deputy Clerk
Clerk of the Board

JPA 97-27

APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the State of Arizona, acting through the Department of Transportation, and Pinal County, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 18th day of March, 19 97.

ROBERT CARTER OLSON
PINAL COUNTY ATTORNEY

By Patricia A. Grib
Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0447TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 9, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:cl/4663